

AG Contract No. KR94 2263TRN  
ECS File: JPA 94-155  
Tracs: 999 SW 000 H 3082 02C  
Section: Oatman Road  
(Historic Route 66)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY

THIS AGREEMENT is entered into 10 April, 1995  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION ARIZONA and the MOHAVE  
COUNTY, acting by and through its Board of Supervisors, (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. Pursuant to Arizona Revised Statutes Section 41-513  
and 41-514, State Route 66 from Oatman to Golden Shores and  
from Golden Shores to Topock (a distance of approximately 30  
miles) will be designated as "Historic Route 66."

4. This agreement is to set forth the parties  
responsibilities relative to installation and maintenance of  
roadway signs identifying Historic Route 66.

NO. <u>19637</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/10/95</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will provide Historic Road signs for the County Road.

a. Historic Road designation signing will be limited to one entrance sign at the west end of the designated route. Six route marker signs at approximately five-mile intervals visible from both directions, and one ending sign located opposite the entrance sign.

b. The County shall install the Historic Road signs at locations approved by both the County and State.

c. The County shall bear all costs associated with installing the signs.

2. The County shall maintain the Historic Road signs as they are designed and approved by the State and will not make any changes, additions, or deletions without prior written approval of the State.

3. The County shall continue to maintain the roadway in a suitable manner in order to protect the historic and aesthetic integrity of the road; provided, however, that the County may develop construction and maintenance procedures as it deems necessary to reasonably provide for the safety and service of the traveling public.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the County, the State shall in no way be obligated to maintain said signs.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Mohave County  
County Manager  
Box 7000  
Kingman, AZ 86401

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY

STATE OF ARIZONA

Department of Transportation

By

Pat Holt  
Pat Holt, Chairman  
Board of Supervisors

By

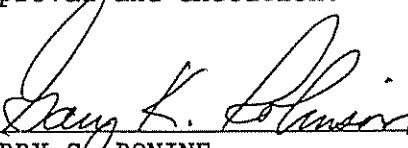
Peter L. Eno  
PETER L. ENO  
Contract Administrator



RESOLUTION

BE IT RESOLVED on this 8th day of September 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for the installation and maintenance of historic State Route 66 signs in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for,   
LARRY S. BONINE  
Director

RESOLUTION NO. 95-116

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 20th day of March, 1995, and

WHEREAS, Mohave County have determined that it is in the best interest of the County to enter into an agreement with the State of Arizona, Department of Transportation, acting by and through the Highways Division for the purpose of defining responsibilities for the installation and maintenance of historic State Route 66 signs in Mohave County.

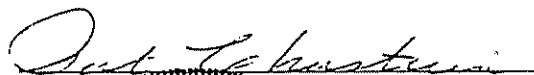
WHEREAS, the County is empowered by Arizona Revised Statutes Section 28-108 to enter into agreements and hereby authorizes the Chairman of the Board of Supervisors to execute the agreement on behalf of Mohave County.

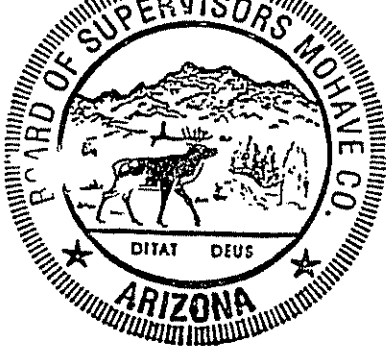
PASSED, APPROVED AND ADOPTED this 20th day of March, 1995.

MOHAVE COUNTY BOARD OF SUPERVISORS

  
Pat Holt, Chairman

ATTEST:

  
Pat Chastain, Clerk of the Board



THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF RESOLUTION NO. 95-116, AS ADOPTED AND AS ON FILE IN THE OFFICE OF THE MOHAVE COUNTY BOARD OF SUPERVISORS.

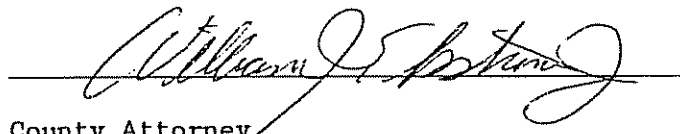
ATTEST:

  
PAT CHASTAIN, CLERK OF THE BOARD

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 28th day of March, 1995.

  
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2263-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of April, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8737G/99